



# *City of Charleston*

*South Carolina*

*Department of Public Service*

JOHN J. TECKLENBURG  
Mayor

LAURA S. CABINESS, PE  
Director

## **PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Monday, November 28, 2017 to begin at 3:00 p.m. at Providence Baptist Church on Daniel Island, 294 Seven Farms Drive. The following items will be heard:

### **A. Invocation**

### **B. Approval of Public Works and Utilities Committee Minutes**

October 24, 2017 - Deferred

November 13, 2017 - Deferred

### **C. Request to Set a Public Hearing**

None

### **D. Acceptance and Dedication of Rights-of-Way and Easements –add road lengths and number of lots**

1. Sidewalk at 5<sup>th</sup> Avenue-Approval to notify SCDOT that the City intends to accept maintenance responsibility for the 337 LF of sidewalk to be constructed along 5<sup>th</sup> Avenue, within the SCDOT right-of-way (S-522) Letter and Map attached.
  - a. Letter
  - b. Map
2. Granite Curb on Calhoun & Gadsden Streets- Approval to notify SCDOT that the City intends to accept maintenance responsibility for the 75 LF of granite curb to be constructed along Calhoun & Gadsden Streets, within the SCDOT right-of-ways (S-404E), (S-666). Letter and Map attached.
  - a. Letter
  - b. Map

3. Granite Curb on Huger Street – Approval to notify SCDOT that the City intends to accept maintenance responsibility for the 135 LF of granite curb to be constructed along Huger Street, within the SCDOT right-of-way (S-99). Letter and Map attached.
  - a. Letter
  - b. Map
4. Stiles Point, Phase 2 - Acceptance and Dedication of a portion of Foliage Lane (50' R/W, 1,193 LF), a portion of Yellow Tower Terrace (50' R/W, 498 LF). There are 40 lots. All infrastructures with the exception of sidewalks has been completed, the sidewalks are bonded.
  - a. Title to Real Estate
  - b. Affidavit for Taxable or Exempt Transfers
  - c. Exclusive Storm Water Drainage Easements
  - d. Plat
5. The Point at Rhodes Crossing - Acceptance and Dedication of Shady Pine Lane (50' R/W, 911 LF), a portion of Safe Harbor Way (50' R/W, 562 LF), Dawn Mist Way (50' R/W, 686 LF). There are 60 lots. All infrastructures with the exception of sidewalks and the outfall ditch have been completed. The sidewalks and the out fall ditch have been bonded.
  - a. Title to Real Estate
  - b. Affidavit for Taxable or Exempt Transfers
  - c. Exclusive Storm Water Drainage Easements
  - d. Plat
6. Woodbury Park, Phase 1- Acceptance and Dedication of a portion of Hamrick Lane (50' R/W, 2,085 LF), a portion of Harmony Lake Drive (50' R/W, 211 LF). There are 47 lots. All infrastructures with the exception of sidewalks have been completed. The sidewalks are bonded.
  - a. Title to Real Estate
  - b. Affidavit for Taxable or Exempt Transfers
  - c. Exclusive Storm Water Drainage Easements
  - d. Plat

**E. Requests for Permanent Encroachments**

None

**F. Temporary Encroachments Approved By The Department of Public Service (For information only)**

1. **1930 Bellona Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. Approved xx, 2017.
2. **1440 Smythe Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. Approved xx, 2017.
3. **2588 Josiah Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. Is an owner change Approved xx, 2017.

**G. Miscellaneous or Other New Business**

None

Councilmember Rodney Williams  
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.



# *City of Charleston*

*South Carolina*

*Department of Public Service*

JOHN J. TECKLENBURG  
Mayor

LAURA S. CABINESS, PE  
Director

November 29, 2017

Mr. Kirk R. Richards, P.E.  
Assistant District Maintenance Engineer  
SCDOT - District Six  
6355 Fain Blvd  
North Charleston, SC, 29406

RE: Maintenance of Sidewalk Standard Construction Materials at 5th Avenue (S-522)

Dear Mr. Richards:

This letter concerns the proposed installation of a 5-foot wide by 337-linear-feet long concrete sidewalk, to be constructed in conjunction with the Avenue of the Oaks (S-522) construction project, within the SCDOT right-of-way at 5<sup>th</sup> Avenue (S-522). It is our intention that these will be public sidewalks.

The City Council of Charleston, at its meeting held November 28, 2017, agreed to accept full maintenance responsibility for the proposed sidewalk within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk and corner accessibility ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at [cabinessl@charleston-sc.gov](mailto:cabinessl@charleston-sc.gov).

Sincerely,

Laura S. Cabiness, P.E.

Copy to:

Michael R. Metzler, Deputy Director  
Thomas F. O'Brien, Deputy Director  
Matthew Blackwell, Site Development Manager  
Brian Pokrant, GIS Analyst  
Jason Munday, PE, Seamon and Whiteside

LSC/kc



September 27, 2017

Tom O'Brien  
City of Charleston  
Department of Public Service  
Engineering Division  
2 George Street, Suite 2100  
Charleston, SC 29401

**Avenue of Oaks (Roads)**  
**SCDOT Sidewalk Maintenance Request Letter**  
**City Project ID: 170517-5thAve-2**

Dear Mr. O'Brien,

As part of the encroachment permit review for the Avenue of Oaks site on 5<sup>th</sup> Avenue, City ID# 170517-5thAve-2, the SCDOT is requesting that we provide a signed maintenance agreement letter from the City of Charleston for all new sidewalk to be installed within the SCDOT Right-of-Way along 5<sup>th</sup> Avenue associated with this site. Per the TRC review process it was requested that 5' wide sidewalk be installed for the full frontage of the property on 5<sup>th</sup> Avenue resulting in approximately 337 LF of 5' sidewalk. Please let this letter represent our formal request to the City of Charleston for a signed maintenance agreement letter for the new sidewalk on 5<sup>th</sup> Avenue associated with the Avenue of Oaks site.

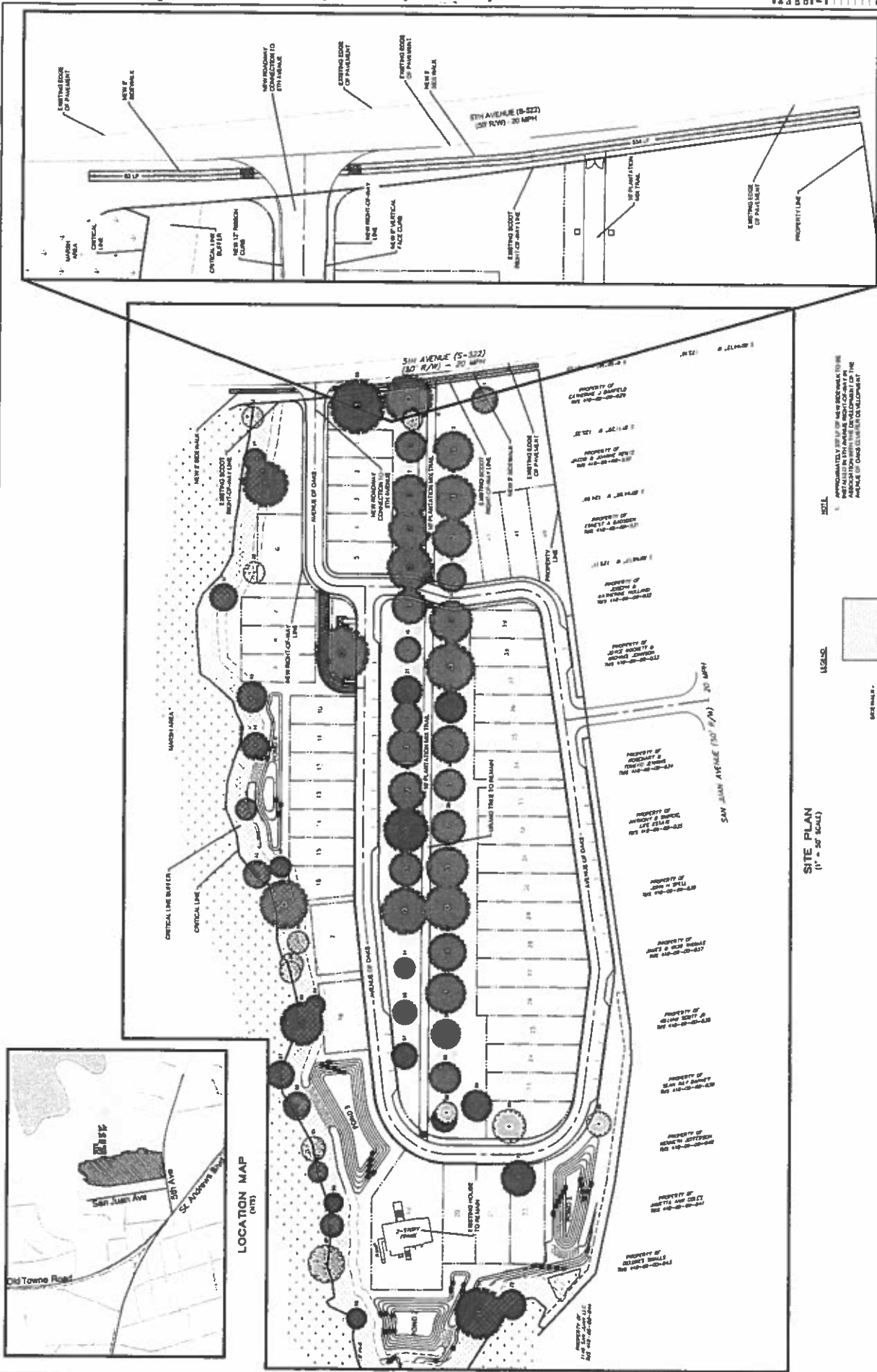
Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.

Jason Munday, PE  
Civil Engineering Division Head

CC: Anna Lewis, Entitlements Manager, SWA

Job #7396



**SIDEWALK PLAN**  
(1" = 30' SCALE)

**SITE PLAN**  
(1" = 50' SCALE)

APPROXIMATELY 120 OF THE 140 SLOTS WERE TO BE FILLED BY 5TH GRADE STUDENTS OF THE ASSOCIATION WITH THE DEVELOPMENT OF THE ANNUAL OF OAS CLUBS OR VILLAS.

• **ST PETERS BURGH**



# *City of Charleston*

*South Carolina*

*Department of Public Service*

JOHN J. TECKLENBURG  
Mayor

LAURA S. CABINESS, PE  
Director

November 29, 2017

Mr. Kirk R. Richards, P.E.  
Assistant District Maintenance Engineer  
SCDOT District Six  
6355 Fain Blvd  
North Charleston, SC 29406

RE: Maintenance of Non-Standard Construction Materials within Calhoun Street (S-404E) and Gadsden Street (S-666)

Dear Mr. Richards:

The City of Charleston, through its Technical Review Committee, and in keeping with the non-standard construction materials that have historically been used in the streets adjacent to the site, requires the installation of 20 linear-foot long granite curb along Calhoun Street and a 55-linear foot long granite curb along Gadsden Street to be constructed in conjunction with the Starbucks at 281 Calhoun construction project, within the SCDOT right of ways at Calhoun Street (S-404E) and Gadsden Street(S-666).

The City Council of Charleston, at its meeting held November 28, 2017, in order to maintain the historic character of the streetscape in Charleston, agreed to accept maintenance responsibility for the non-standard curbing material within the State maintained right-of-way shown on the attached drawing. The City of Charleston agrees to maintain the granite curbing in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities*, *SC Highway Design Manual*, *SCDOT Standard Drawings*, and *AASHTO Guide for Development of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at [cabinessl@charleston-sc.gov](mailto:cabinessl@charleston-sc.gov).

Sincerely,

Laura S. Cabiness, P.E.  
Director of Public Service

Cc: Michael R. Metzler, Deputy Director  
Thomas F. O'Brien, Deputy Director  
Matthew Blackwell, Site Development Manager  
Brian Pokrant, GIS Analyst  
Michael Toothaker, LeCraw Engineering

LSC/kc



November 3, 2017

Tom O'Brien  
Deputy Director  
City of Charleston  
Department of Public Service – Engineering Division  
843.724.3760

**RE: Starbucks – 281 Calhoun Street**

Mr. O'Brien,

I am providing this letter and attached site plan in order to address a request from SCDOT to provide a maintenance letter for our proposed site at 281 Calhoun Street due to the installation of granite header curb within the SCDOT right-of-way. We are proposing to install 55 linear feet of granite header curb along Gadsden Street and 20 linear feet of header curb along Calhoun Street based on comments received from the city during the design review process. GDOT has approved the installation of the curbing pending a maintenance letter from city for the proposed curbing.

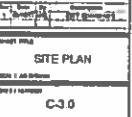
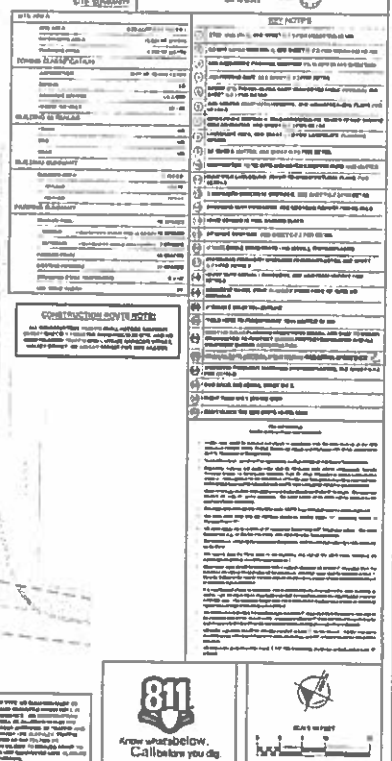
Should you have any questions or require any additional information, please contact me at 678-546-8100 ext. 1905 or via email at [michael.toothaker@lecraweng.com](mailto:michael.toothaker@lecraweng.com).

Sincerely,

**LeCraw Engineering, Inc.**

Michael Toothaker  
Project Manager







# *City of Charleston*

*South Carolina*

*Department of Public Service*

JOHN J. TECKLENBURG  
Mayor

LAURA S. CABINESS, PE  
Director

November 29, 2017

Mr. Kirk R. Richards, P.E.  
Assistant District Maintenance Engineer  
SCDOT District Six  
6355 Fain Blvd  
North Charleston, SC 29406

RE: Maintenance of Non-Standard Construction Materials within Huger Street (S-99)

Dear Mr. Richards:

The City of Charleston, through its Technical Review Committee, and in keeping with the non-standard construction materials that have historically been used in the streets adjacent to the site, requires the installation of 135 linear-foot long granite curb to be constructed in conjunction with the Huger Street Apartments construction project, within the SCDOT right of way at Huger Street (S-99).

The City Council of Charleston, at its meeting held November 28, 2017, in order to maintain the historic character of the streetscape in Charleston, agreed to accept maintenance responsibility for the non-standard curbing material within the State maintained right-of-way shown on the attached drawing. The City of Charleston agrees to maintain the granite curbing in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities*, *SC Highway Design Manual*, *SCDOT Standard Drawings*, and *AASHTO Guide for Development of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at [cabinessl@charleston-sc.gov](mailto:cabinessl@charleston-sc.gov).

Sincerely,

Laura S. Cabiness, P.E.  
Director of Public Service

Cc: Michael R. Metzler, Deputy Director  
Thomas F. O'Brien, Deputy Director  
Matthew Blackwell, Site Development Manager  
Brian Pokrant, GIS Analyst  
Emily Sotherland, PE Thomas and Hutton

LSC/kc

**O'Brien, Tom F.**

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**From:** Sotherlund, Emily <[sotherlund.e@thomasandhutton.com](mailto:sotherlund.e@thomasandhutton.com)>  
**Sent:** Wednesday, November 01, 2017 8:43 AM  
**To:** O'Brien, Tom F.; Ackerman, Mason  
**Subject:** Huger Street Question - 151005-289HugerSt-1  
**Attachments:** Huger Street Apartments City of Charleston Letter of Maintenance.pdf; Huger Steet City of Charleston Letter of Maintenance.doc; Huger Street Apartments Site Plan.pdf

Good morning Tom,

SCDOT is requesting a letter of maintenance from the City for the proposed granite curb along the frontage of the Huger Street Apartments development. The length of granite curb being installed is approximately 135' and I have attached a site plan for reference. Do you mind signing the attached letter and scanning it back to me? I have attached the Word file in case there is anything you'd like to change.

Please let me know if there is any additional information you need from me.

Thank you!  
Emily

EMILY SOTHERLUND, PE | Project Manager  
**THOMAS & HUTTON**  
p 843-725-5222 m 843-806-9409  
e [sotherlund.e@thomasandhutton.com](mailto:sotherlund.e@thomasandhutton.com)  
a 682 Johnnie Dodds Blvd.; Suite 100 | Mt. Pleasant, SC 29464  
[vCard](#) | [Website](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



STATE OF SOUTH CAROLINA     )  
   ) TITLE TO REAL ESTATE  
COUNTY OF CHARLESTON     )

KNOW ALL MEN BY THESE PRESENTS, that Stiles Point Developers. LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, identified as (list street names) Foliage Lane and Yellow Tower Terrace, as shown and designated on a plat entitled "FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 426-00-00-003 (12.234 AC) TO CREATE THE VILLAGE AT STILES POINT PHASE 2 CONTAINING 40 LOTS (9.413 AC), RIGHT OF WAYS (1.901 AC), AND H.O.A. AREAS (0.920 AC) PROPERTY OF STILES POINT DEVELOPERS, LLC LOCATED IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA".

prepared by HLA, Inc., dated June 7, 2017, revised, and recorded on \_\_\_\_\_ in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of The Stiles Point Company dated January 6, 2016 and recorded January 7, 2016 in Book 0527 at Page 968 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston  
Department of Public Service  
Engineering Division  
2 George Street  
Suite 2100  
Charleston, South Carolina 29401

Portion of TMS No.:

426-00-00-003

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 6<sup>th</sup> day of September 2017.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Maria J. Harte  
Witness Number One

MATTHEW J. HALTER  
Printed Name

Witness Number Two

F. JOHNSON PUTNEY  
Printed Name

**Grantor – Stiles Point Developers LLC**

*[Signature]*

By: Walt D. Martin, III  
Printed Name  
Its: Vice President Land Development

\*\*\*\*\*

STATE OF SOUTH CAROLINA           )  
   ) ACKNOWLEDGEMENT  
COUNTY OF CHARLESTON           )

This foregoing instrument was acknowledged before me (the undersigned notary) by Walt D. Martin, III, the Vice President Land Development of Stiles Point Developers LLC, a Limited Liability Company, on behalf of the Grantor on the 6<sup>th</sup> day of September, 2017.

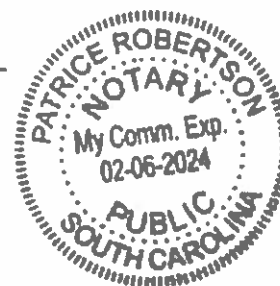
2017.

Signature of Notary: [Signature]

Print Name of Notary: Patrice Robertson

Notary Public for SOUTH CAROLINAMy Commission Expires: February 6, 2024

SEAL OF NOTARY



STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Stiles Point Developers, LLC  
to The City of Charleston on \_\_\_\_\_.
3. Check one of the following: The deed is
  - (A) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) X exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (B) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (C) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check YES \_\_\_\_\_ or NO \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - (A) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (B) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \_\_\_\_\_.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

WDM  
Responsible Person Connected with the Transaction

Walt D. Martin, III  
Print or Type Name Here Vice President

Sworn this 6<sup>th</sup> day of Sept. 2017  
Patrice Robertson  
Notary Public for SOUTH CAROLINA  
My Commission Expires: February 6, 2024





STATE OF SOUTH CAROLINA )  
 )  
 )  
 )  
COUNTY OF CHARLESTON )  
 )  
 )  
 )

EXCLUSIVE STORM  
WATER DRAINAGE  
EASEMENTS  
CITY OF CHARLESTON

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and STILES POINT DEVELOPERS LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as Charleston County tax map number 426-00-00-003 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of \_\_\_\_\_ property and which are more fully shown on that certain plat entitled;

“ FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 426-00-00-003 (12.234 AC) TO CREATE THE VILLAGE AT STILES POINT PHASE 2 CONTAINING 40 LOTS (9.413 AC), RIGHT OF WAYS (1.901 AC), AND H.O.A. AREAS (0.920 AC) PROPERTY OF STILES POINT DEVELOPERS, LLC LOCATED IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA

Prepared and executed by HLA, INC. dated June 7, 2017,  
revised on N/A, and recorded on \_\_\_\_\_ in Plat  
Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston \_\_\_\_\_, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness  
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name of Notary: \_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

WITNESSES:

OWNER: STILES POINT DEVELOPERS LLC

Witness #1

Name: Walt D. Martin, III  
It's: Vice President Land Development LLC

Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Walt D. Martin, III, the Vice President Land Development of Stiles Point Developers LLC, a Limited Liability Company, on behalf of the Owner on 9/6/2017.

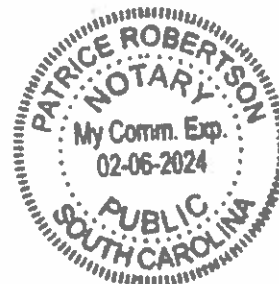
Signature: Patrice Robertson

Print Name of Notary: Patrice Robertson

Notary Public for SOUTH CAROLINA

My Commission Expires: February 6, 2024

SEAL OF NOTARY



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CW-ASHLEY POINTE, LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, identified as (list street names): Safe Harbor Way, Dawn Mist Way, Shady Pine Road

as shown and designated on a plat entitled  
FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 286-00-00-444 (84.13 ACRES) INTO THE POINTE AT RHODES CROSSING SUBDIVISION PHASE 1 (42.29 ACRES) AND RESIDUAL TRACT (41.84 ACRES) AND SHOWING THE SUBSEQUENT SUBDIVISION OF PHASE 1 (42.29 ACRES) CONTAINING LOTS 1-60 (8.41 ACRES) RIGHT-OF-WAYS (2.50 ACRES) AND HOA AREAS (31.38 ACRES) PROPERTY OF CW-ASHLEY POINTE, LLC LOCATED IN CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA  
prepared by HLA, Inc.,  
dated May 11, 2017, revised \_\_\_\_\_, and recorded on \_\_\_\_\_  
in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston County.

Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Bear Island, LLC, et al dated 9-3-2015 and recorded 9-8-2015 in Book 0502 at Page 680 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston  
Department of Public Service  
Engineering Division  
2 George Street  
Suite 2100  
Charleston, South Carolina 29401

Portion of TMS No.:

286-00-00-444

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this \_\_\_\_\_ day of September 2017.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Witness Number One

Richard L. Lash  
Printed Name

[Signature]  
Witness Number Two

DEBORAH L. FIEGGE  
Printed Name

Grantor: CW – Ashley Pointe, LLC  
By: Ashton Charleston Residential  
L.L.C., its Authorized Agent

[Signature]  
Printed Name: Robert Norton  
Its: Division President

\*\*\*\*\*

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by CW – Ashley Pointe, LLC, by Ashton Charleston Residential L.L.C., the Authorized Agent, by Robert Norton the Division President, on behalf of the Grantor on the 19<sup>th</sup> day of September, 2017.

[Signature]  
Signature of Notary:

DEBORAH L. FIEGGE  
Print Name of Notary:

Notary Public for SOUTH CAROLINA

My Commission Expires: 9-08-2025

SEAL OF NOTARY

()

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by CW-ASHLEY POINTE. LLC  
to THE CITY OF CHARLESTON on September, 2017.
3. Check one of the following: The deed is
  - (A) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #2 - transferring to government entity (explanation required)  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes \_\_\_\_\_ or No \_\_\_\_\_

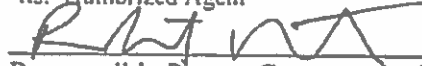
4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (B) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (C) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check YES \_\_\_ or NO \_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_
6. The deed recording fee is computed as follows:
  - (A) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (B) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \_\_\_\_\_.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

CW - Ashley Pointe, LLC

By: Ashton Charleston Residential L.L.C.

Its: Authorized Agent



Responsible Person Connected with the Transaction

Robert Norton, its Division President

Print or Type Name Here

Sworn this 19<sup>th</sup> day of September 20 17

Deborah L. Huesge  
Notary Public for South Carolina

My Commission Expires: 09-08, 20 25

STATE OF SOUTH CAROLINA )  
 )  
 )  
 )  
COUNTY OF CHARLESTON )  
 )  
 )  
 )

**EXCLUSIVE STORM  
WATER DRAINAGE  
EASEMENTS  
CITY OF CHARLESTON**

This Agreement is made and entered into this        day of September 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and CW-ASHLEY POINTE. LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a tract of property identified by and designated as Charleston County tax map number 286-00-00-444 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced tract of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced tract of property and which are more fully shown on that certain plat entitled;

“FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 286-00-00-444 (84.13 ACRES) INTO THE POINTE AT RHODES CROSSING SUBDIVISION PHASE 1 (42.29 ACRES) AND RESIDUAL TRACT (41.84 ACRES) AND SHOWING THE SUBSEQUENT SUBDIVISION OF PHASE 1 (42.29 ACRES) CONTAINING LOTS 1-60 (8.41 ACRES) RIGHT-OF-WAYS (2.50 ACRES) AND HOA AREAS (31.38 ACRES) PROPERTY OF CW-ASHLEY POINTE, LLC LOCATED IN CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

Prepared and executed by HLA, Inc. dated May 11, 2017,  
revised on \_\_\_\_\_, and recorded on \_\_\_\_\_ in Plat  
Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness  
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name of Notary: \_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

WITNESSES:

CW - Ashley Pointe, LLC.

OWNER: By: Ashton Charleston Residential L.L.C., its Authorized Agent

Witness #1

Name: Robert Norton  
Its: Division President

Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Robert Norton, the Division President of Ashton Charleston Residential L.L.C., Authorized Agent of CW - Ashley Pointe, LLC, a Delaware limited liability company, on behalf of the Owner on September 11, 2017.

Signature: Deborah L. Fluegge

Print Name of Notary: Deborah L. Fluegge

Notary Public for South Carolina

My Commission Expires: 09-08-2025

SEAL OF NOTARY



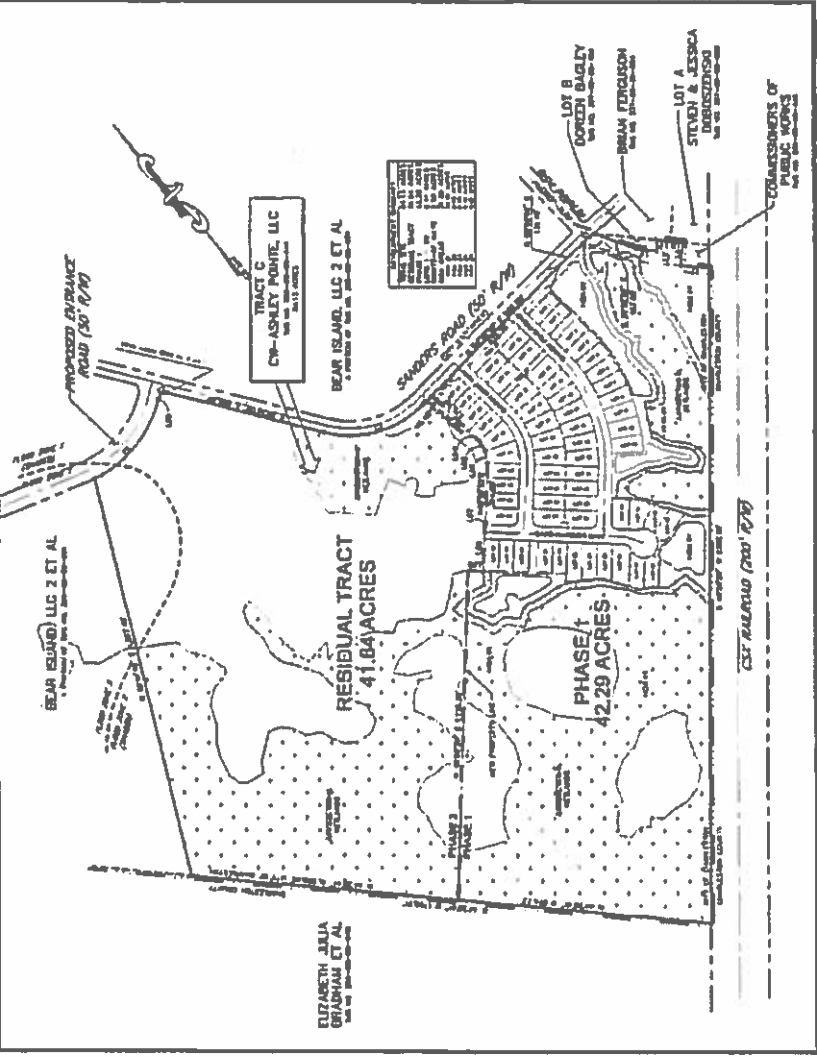
EXHIBIT "A"

NOTES

1. THIS PLAN, DATED 08-20-2011
2. ALL AREAS DEFINED BY CONVEYANCE METHOD
3. ALL UNDEVELOPED EASEMENTS WITHIN THE PLAT ARE TO BE CONVEYED TO THE CITY OF CHARLESTON BY DEED, NOT BY EASEMENT
4. THE EASEMENTS TO THE SUBDIVISION ARE LOCATED IN PLAT BOOK 111, PAGE 8115
5. PLAT BOOK 111, PAGE 8115
6. PLAT BOOK 111, PAGE 8115
7. PLAT BOOK 111, PAGE 8115
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98. PLAT BOOK 111, PAGE 8115
99. PLAT BOOK 111, PAGE 8115
100. PLAT BOOK 111, PAGE 8115

LEGEND

- BOUNDARY LINE & CORNER POINTS (AS RECORDED)
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE (AS RECORDED)
- PLAT LINE
- WETLAND
- RECREATION LINE
- DRAINAGE LINE
- DRY RICE
- CITY OF CHARLESTON
- COMMITMENTS OF PUBLIC BODIES



FINAL PLAT SHOWING THE SUBDIVISION OF INTO THE PORTFOLIO AT PHASE 1 (42.29 ACRES) AND THE SUBSEQUENT SUBDIVISION OF PHASE 1 (42.29 ACRES) CONTAINING LOTS 1 - 60 (4.41 ACRES) RIGHT-OF-WAYS (2.50 ACRES) AND HOA AREAS (31.31 ACRES) CW-ASHLEY PRINTE, LLC

LOCATED IN THE CITY OF CHARLESTON, SOUTH CAROLINA

SCALE: 1" = 100'

SHEET 1 OF 3

HLA INC. LAND PLANNING, ENGINEERING, ARCHITECTURE, INTERIOR DESIGN, AND CONSTRUCTION MANAGEMENT

2010 LAMAR BLVD., SUITE 100, CHARLESTON, SC 29403

TEL: 803.733.1100 FAX: 803.733.1101 WWW.HLA-INC.COM

GRAPHIC SCALE



SITE MAP

SEE SHEET 2 FOR CURVE AND LINE TABLES

BY THE RECORDING OF THIS PLAT AND UPON THE COMPLETION OF THE SUBDIVISION, THE CITY OF CHARLESTON, SOUTH CAROLINA, HEREBY CERTIFIES THAT THE PLAT IS CORRECT AND ACCURATE AND THAT THE CITY OF CHARLESTON, SOUTH CAROLINA, HAS REVIEWED THE PLAT AND HAS NO OBJECTION TO THE SAME.

*[Signature]*  
CITY CLERK



I, THE ENGINEER, HAVE REVIEWED THE PLAT AND HAVE NO OBJECTION TO THE SAME. I HAVE ALSO REVIEWED THE CURVE AND LINE TABLES AND HAVE NO OBJECTION TO THE SAME.

*[Signature]*  
ENGINEER

RECORDED BY THE CITY OF CHARLESTON, SOUTH CAROLINA, ON 08-20-2011.

11/11/2017  
SHEET 2 OF 3

# HLA INC

2011年12月

401-222-1111



STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that D.R. HORTON, INC. ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, identified as (list street names) Hammrick Lane and Harmony Lake Drive

as shown and designated on a plat entitled FINAL PLAT SHOWING THE SUBDIVISION OF TRACT 2 TMS NO. 313-00-00-050 (20.438 AC) TO CREATE WOODBURY PARK PHASE 1 CONTAINING 47 LOTS (10.599 AC), H.O.A. AREAS (7.131 AC), AND RIGHT-OF-WAYS (2.708 AC) PROPERTY OF D.R. HORTON, INC. LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA prepared by HLA, Inc.

dated May 8, 2017, revised \_\_\_\_\_, and recorded on \_\_\_\_\_ in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the FIVE LAKES, LLC dated April 27, 2017 and recorded May 2, 2017 in Book 0634 at Page 423 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston  
Department of Public Service  
Engineering Division  
2 George Street  
Suite 2100  
Charleston, South Carolina 29401

Portion of TMS No.:

313-00-00-050

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 31 day of July 2017.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Grantor

[Signature]  
Witness Number One

[Signature]

Frank H. Carver  
Printed Name

Bryan Monahan Asst. Sec.  
Printed Name

[Signature]  
Witness Number Two

Frances Gigis  
Printed Name

\*\*\*\*\*

STATE OF South Carolina )  
COUNTY OF Charleston ) ACKNOWLEDGEMENT

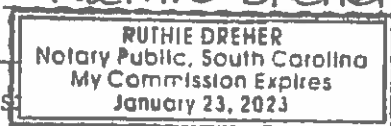
This foregoing instrument was acknowledged before me (the undersigned notary) by Bryan Monahan, the Asst. Sec. of D. R. Horton, Inc., a \_\_\_\_\_, on behalf of the Grantor on the 31 day of July, 2017.

Signature of Notary: Ruthie Dreher

Print Name of Notary: Ruthie Dreher

Notary Public for \_\_\_\_\_

My Commission Expires \_\_\_\_\_



SEAL OF NOTARY

STATE OF SOUTH CAROLINA    )

COUNTY OF CHARLESTON    ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1.     I have read the information on this affidavit and I understand such information.
2.     The property was transferred by D.R. HORTON, INC.  
to THE CITY OF CHARLESTON on \_\_\_\_\_.
3.     Check one of the following: The deed is
  - (A) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4.     Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (B) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (C) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5.     Check YES \_\_\_\_\_ or NO \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.
6.     The deed recording fee is computed as follows:
  - (A) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (B) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \_\_\_\_\_.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
Responsible Person Connected with the Transaction

Bryan Manahan Asst. Sec.  
Print or Type Name Here

Sworn this 31<sup>st</sup> day of JULY 2017  
Frann H. Carlton  
Notary Public for State of South Carolina  
My Commission Expires: April 26, 2027



STATE OF SOUTH CAROLINA            )  
  )  
  )  
COUNTY OF CHARLESTON            )   EXCLUSIVE STORM  
  )   WATER DRAINAGE  
  )   EASEMENTS  
  )   CITY OF CHARLESTON

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and FIVE LAKES, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of \_\_\_\_\_ property identified by and designated as Charleston County tax map number 313-00-00-531 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of \_\_\_\_\_ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced tract of \_\_\_\_\_ property and which are more fully shown on that certain plat entitled;

" FINAL PLAT SHOWING THE SUBDIVISION OF TRACT 2 TMS NO. 313-00-00-050 (20.438 AC) TO CREATE WOODBURY PARK PHASE 1 CONTAINING 47 LOTS (10.599 AC), H.O.A. AREAS (7.131 AC), AND RIGHT-OF-WAYS (2.708 AC) PROPERTY OF D.R. HORTON, INC. LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

"

Prepared and executed by HLA, Inc. dated May 8, 2017,

revised on \_\_\_\_\_, and recorded on \_\_\_\_\_ in Plat

Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.



IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness  
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name of Notary: \_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

WITNESSES:

OWNER: FIVE LAKES, LLC, BY Sundara Real Estate Partners, LLC, its Manager

Witness #1

Name: John D. Lisi, its President

Witness #2

STATE OF STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by John D. Lisi, President of Sundara Real \*, the \_\_\_\_\_ Manager of Five Lakes, LLC, a SC Limited Liability Co on behalf of the Owner on \_\_\_\_\_.

Signature: \_\_\_\_\_

\*Estate Partners, LLC

Print Name of Notary: Elizabeth B. Dasburg

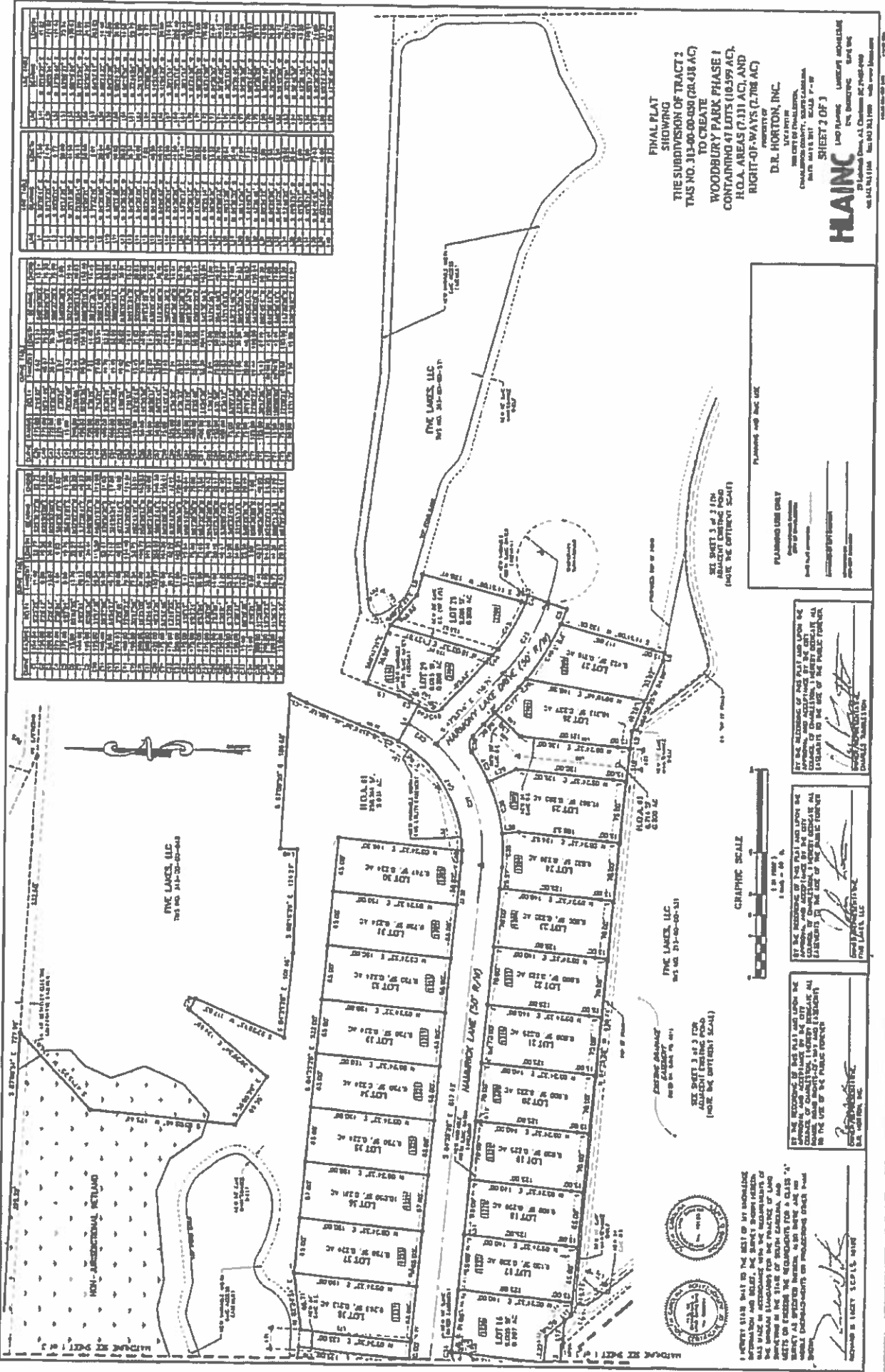
Notary Public for South Carolina

My Commission Expires: 3-12-18

SEAL OF NOTARY

1063





LOT	AREA	BEARING	LENGTH	WIDTH	PERIMETER	AREA	BEARING	LENGTH	WIDTH	PERIMETER
1	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
2	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
3	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
4	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
5	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
6	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
7	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
8	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
9	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
10	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
11	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
12	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
13	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
14	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
15	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
16	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
17	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
18	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
19	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
20	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
21	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
22	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
23	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
24	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
25	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
26	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
27	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
28	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
29	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
30	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
31	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
32	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
33	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
34	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
35	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
36	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14
37	0.100	N 89° 57' 30" E	1.00	1.00	3.14	0.100	N 89° 57' 30" E	1.00	1.00	3.14

FINAL PLAT  
SHOWING  
THE SUBDIVISION OF TRACT 2  
TMS NO. 313-00-000 (28.438 AC)  
TO CREATE  
WOODBURY PARK PHASE I  
CONTAINING 47 LOTS (10.359 AC),  
H.O.A. AREAS (7.131 AC), AND  
RIGHT-OF-WAYS (2.708 AC)  
PREPARED BY  
D.R. HORTON, INC.  
11111 11TH ST  
DALLAS, TEXAS 75244  
DATE: 04/11/2011 SCALE: 1" = 40'

**HLA INC.**  
LAND PLANNING LANDSCAPE ARCHITECTURE  
11111 11TH ST, SUITE 100 DALLAS, TEXAS 75244  
TEL: 214-411-1111 FAX: 214-411-1112  
WWW.HLA-INC.COM  
SHEET 2 OF 3

PLANNING USE ONLY

Prepared by: \_\_\_\_\_  
Checked by: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_  
Date: \_\_\_\_\_

BY THE RECORDING OF THIS PLAT AND UPON THE COMPLETION OF THE CONVEYANCE OF THE LANDS SHOWN HEREON, THE UNDERSIGNED HEREBY CERTIFY THAT ALL NECESSARY RECORDS HAVE BEEN FILED IN THE PUBLIC RECORDS OF THE COUNTY OF DALLAS, TEXAS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC RECORDS ACT, CHAPTER 191, ACTS 1959, 1961, 1963, 1965, 1967, 1969, 1971, 1973, 1975, 1977, 1979, 1981, 1983, 1985, 1987, 1989, 1991, 1993, 1995, 1997, 1999, 2001, 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025, 2027, 2029, 2031, 2033, 2035, 2037, 2039, 2041, 2043, 2045, 2047, 2049, 2051, 2053, 2055, 2057, 2059, 2061, 2063, 2065, 2067, 2069, 2071, 2073, 2075, 2077, 2079, 2081, 2083, 2085, 2087, 2089, 2091, 2093, 2095, 2097, 2099, 2101, 2103, 2105, 2107, 2109, 2111, 2113, 2115, 2117, 2119, 2121, 2123, 2125, 2127, 2129, 2131, 2133, 2135, 2137, 2139, 2141, 2143, 2145, 2147, 2149, 2151, 2153, 2155, 2157, 2159, 2161, 2163, 2165, 2167, 2169, 2171, 2173, 2175, 2177, 2179, 2181, 2183, 2185, 2187, 2189, 2191, 2193, 2195, 2197, 2199, 2201, 2203, 2205, 2207, 2209, 2211, 2213, 2215, 2217, 2219, 2221, 2223, 2225, 2227, 2229, 2231, 2233, 2235, 2237, 2239, 2241, 2243, 2245, 2247, 2249, 2251, 2253, 2255, 2257, 2259, 2261, 2263, 2265, 2267, 2269, 2271, 2273, 2275, 2277, 2279, 2281, 2283, 2285, 2287, 2289, 2291, 2293, 2295, 2297, 2299, 2301, 2303, 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357, 2359, 2361, 2363, 2365, 2367, 2369, 2371, 2373, 2375, 2377, 2379, 2381, 2383, 2385, 2387, 2389, 2391, 2393, 2395, 2397, 2399, 2401, 2403, 2405, 2407, 2409, 2411, 2413, 2415, 2417, 2419, 2421, 2423, 2425, 2427, 2429, 2431, 2433, 2435, 2437, 2439, 2441, 2443, 2445, 2447, 2449, 2451, 2453, 2455, 2457, 2459, 2461, 2463, 2465, 2467, 2469, 2471, 2473, 2475, 2477, 2479, 2481, 2483, 2485, 2487, 2489, 2491, 2493, 2495, 2497, 2499, 2501, 2503, 2505, 2507, 2509, 2511, 2513, 2515, 2517, 2519, 2521, 2523, 2525, 2527, 2529, 2531, 2533, 2535, 2537, 2539, 2541, 2543, 2545, 2547, 2549, 2551, 2553, 2555, 2557, 2559, 2561, 2563, 2565, 2567, 2569, 2571, 2573, 2575, 2577, 2579, 2581, 2583, 2585, 2587, 2589, 2591, 2593, 2595, 2597, 2599, 2601, 2603, 2605, 2607, 2609, 2611, 2613, 2615, 2617, 2619, 2621, 2623, 2625, 2627, 2629, 2631, 2633, 2635, 2637, 2639, 2641, 2643, 2645, 2647, 2649, 2651, 2653, 2655, 2657, 2659, 2661, 2663, 2665, 2667, 2669, 2671, 2673, 2675, 2677, 2679, 2681, 2683, 2685, 2687, 2689, 2691, 2693, 2695, 2697, 2699, 2701, 2703, 2705, 2707, 2709, 2711, 2713, 2715, 2717, 2719, 2721, 2723, 2725, 2727, 2729, 2731, 2733, 2735, 2737, 2739, 2741, 2743, 2745, 2747, 2749, 2751, 2753, 2755, 2757, 2759, 2761, 2763, 2765, 2767, 2769, 2771, 2773, 2775, 2777, 2779, 2781, 2783, 2785, 2787, 2789, 2791, 2793, 2795, 2797, 2799, 2801, 2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827, 2829, 2831, 2833, 2835, 2837, 2839, 2841, 2843, 2845, 2847, 2849, 2851, 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3849, 3851, 3853, 3855, 3857, 3859, 3861, 3863, 3865, 3867, 3869, 3871, 3873, 3875, 3877, 3879, 3881, 3883, 3885, 3887, 3889, 3891, 3893, 3895, 3897, 3899, 3901, 3903, 3905, 3907, 3909, 3911, 3913, 3915, 3917, 3919, 3921, 3923, 3925, 3927, 3929, 3931, 3933, 3935, 3937, 3939, 3941, 3943, 3945, 3947, 3949, 3951, 3953, 3955, 3957, 3959, 3961, 3963, 3965, 3967, 3969, 3971, 3973, 3975, 3977, 3979, 3981, 3983, 3985, 3987, 3989, 3991, 3993, 3995, 3997, 3999, 4001, 4003, 4005, 4007, 4009, 4011, 4013, 4015, 4017, 4019, 4021, 4023, 4025, 4027, 4029, 4031, 4033, 4035, 4037, 4039, 4041, 4043, 4045, 4047, 4049, 4051, 4053, 4055, 4057, 4059, 4061, 4063, 4065, 4067, 4069, 4071, 4073, 4075, 4077, 4079, 4081, 4083, 4085, 4087, 4089, 4091, 4093, 4095, 4097, 4099, 4101, 4103, 4105, 4107, 4109, 4111, 4113, 4115, 4117, 4119, 4121, 4123, 4125, 4127, 4129, 4131, 4133, 4135, 4137, 4139, 4141, 4143, 4145, 4147, 4149, 4151, 4153, 4155, 4157, 4159, 4161, 4163, 4165, 4167, 4169, 4171, 4173, 4175, 4177, 4179, 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STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF CHARLESTON )

EXCLUSIVE STORM  
WATER DRAINAGE  
EASEMENTS  
CITY OF CHARLESTON

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and D.R. HORTON, INC. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a tract of \_\_\_\_\_ property identified by and designated as \_\_\_\_\_ Charleston \_\_\_\_\_ County tax map number 313-00-00-050 \_\_\_\_\_ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced tract of \_\_\_\_\_ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced tract of property and which are more fully shown on that certain plat entitled:

4. FINAL PLAT SHOWING THE SUBDIVISION OF TRACT 2 TMS NO. 313-00-00-050 (20.438 AC) TO CREATE WOODBURY PARK PHASE 1 CONTAINING 47 LOTS (10.599 AC), H.O.A. AREAS (7.131 AC), AND RIGHT-OF-WAYS (2.708 AC) PROPERTY OF D.R. HORTON, INC. LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

Prepared and executed by HLA, Inc. dated May 8, 2017  
 revised on \_\_\_\_\_, and recorded on \_\_\_\_\_ in Plat  
 Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston, South Carolina (herein the "Plat").  
 A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness  
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name of Notary: \_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

OWNER:

Name: \_\_\_\_\_

Bryan Monahan ASST. SEC.

STATE OF South Carolina

COUNTY OF Charleston

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Bryan Monahan, the Asst. Sec. of D.R. Horton Inc., a \_\_\_\_\_, on behalf of the Owner on 7/31/2017.

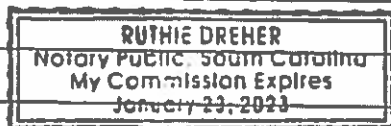
Signature: Ruthie Dreher

Print Name of Notary: Ruthie Dreher

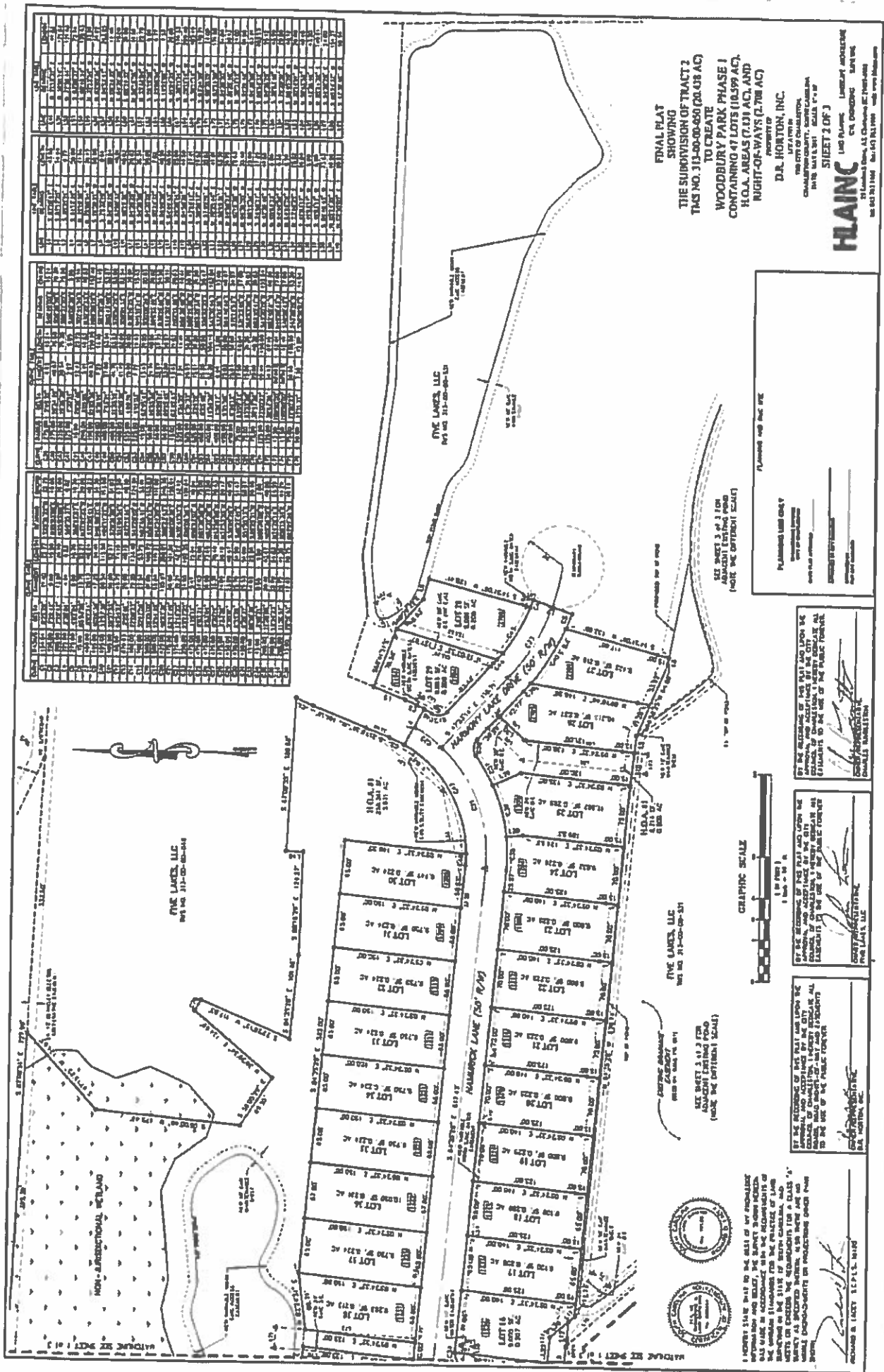
Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY



[illegible]







**STATE OF SOUTH CAROLINA                 )**

**)**

**COUNTY OF CHARLESTON                 )**

**)**

**EXCLUSIVE STORM**

**WATER DRAINAGE**

**EASEMENTS**

**CITY OF CHARLESTON**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and CHARLES TUMBLESTON aka Charles Rudolph Tumbleston (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of \_\_\_\_\_ property identified by and designated as Charleston County tax map number 313-00-00-045 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of \_\_\_\_\_ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefore except Owner shall have the right to construct drives and landscaping over said Easement, which Easement may be also included within the right of way of a public street. Provided, however, that if City needs to access the drainage easement or pipes, City will not be responsible to replace the drives or landscaping

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

"Final Plat Showing the Subdivision of Tract 2 TMS No. 313-00-00-050 (20.438 AC) to Create Woodbury Park Phase 1 Containing 47 Lots (10.599 AC), H.O.A. Areas (7.131 AC), and Right-of-Ways (2.708 AC) Property of D.R. Horton, Inc., Located in the City of Charleston, Charleston County, South Carolina"

Prepared and executed by HLA Inc. dated May 8, 2017,  
revised on \_\_\_\_\_, and recorded on \_\_\_\_\_ in Plat  
Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness  
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name of Notary: \_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

STATE OF South Carolina )  
COUNTY OF Charleston )

OWNER:

Name: Charles Tumbleston aka Charles Rudolph Tumbleston

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Charles Tumbleston aka Charles Rudolph Tumbleston, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the Owner on \_\_\_\_\_.

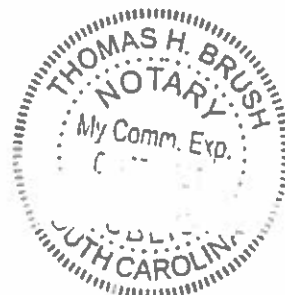
Signature: \_\_\_\_\_

Print Name of Notary: Thomas H Brush

Notary Public for South Carolina

My Commission Expires: 6/7/23

SEAL OF NOTARY



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